

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CAMDEN

AND

THE FRATERNAL ORDER OF POLICE,

CAMDEN LODGE #1

January 01, 2005 -December 31, 2008

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PREAMBLE

THIS AGREEMENT entered into this 7 day of April, 2005, by and between the City of Camden, in the County of Camden, New Jersey, Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the Fraternal Order of Police, Camden Lodge #1, hereinafter called the "Union", represents the complete understanding between the City and the Union and is designed to maintain and promote a harmonious relationship between the City and such of its employees who are covered by ARTICLE I, RECOGNITION, in order that more efficient and progressive public service may be rendered. EW

ARTICLE I - RECOGNITION

In accordance with "Certification of Representatives" of the Public Employment Relations Commission (Docket No. : RO-97-28) the City of Camden hereby recognizes the Fraternal Order of Police, Camden Lodge No. 1, hereinafter referred to as FOP, as the sole and exclusive collective negotiation representative and bargaining agent of all non-supervisory Police Officers, including Detectives, who are employed by Department of Police, City of Camden, State of New Jersey, which individuals are hereinafter known as employees. (96)

ARTICLE II - MAINTENANCE OF STANDARDS

SECTION 1

The City shall not discharge, discriminate or cause any unfavorable action in any way against any employee for Union activities or for Union membership, as long as such activity does not in any way unreasonably disrupt normal operations of the Police Division.

SECTION 2

The rights of the employee and the Union shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be preserved.

SECTION 3

Employees shall retain all rights under New Jersey State and Federal Law.

SECTION 4

No portion of this contract is intended to deprive any employee of any New Jersey Department of Personnel rights which he/she may enjoy except those specifically limited or denied by the provisions of this contract.

SECTION 5

This Agreement shall not be changed or amended except by mutual agreement, reduced to writing and duly executed by the parties thereto.

SECTION 6

The parties to this contract agree that they shall not enter into any agreement or contract or negotiations therefore with any individual or group of individuals which agreement or contract or negotiations therefore are outside of the scope of this contract. The parties further agree that any such extra contractual agreement shall be null and void.

SECTION 7

The City and its representatives agree not to meet with any other organization or individuals not authorized by the Union for the purpose of hearing or discussing views on negotiable working conditions, grievances or the terms and conditions of this Agreement.

SECTION 8

Proposed new rules and regulations or modifications to existing rules and regulations, affecting terms and conditions of employment shall be furnished to and negotiated with the Union/Association prior to formal adoption and implementation by the City. Copies of all orders and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Union within twenty-four hours of their promulgation.

SECTION 9

The Union/Association shall have the opportunity to grieve any new rule for thirty (30) days after its promulgation as to the reasonableness or propriety of said rule or regulations. The foregoing shall not preclude the Union from grieving the application or interpretation of any new rule or regulation in accordance with the ARTICLE herein dealing with Grievance Procedures. It is understood that such rule or regulation shall be obeyed pending the resolution of grievance or the enjoining of such rule or regulation by a county, state or federal court.

SECTION 10

No employee may be dismissed, suspended or disciplined except in accordance with the rules and regulations of the New Jersey Department of Personnel.

SECTION 11

The Union/Association shall be provided with a copy of the notice forwarded to the employee/member of his/her disciplinary hearing. (96)

ARTICLE III - UNION REPRESENTATION AND MEMBERSHIP

SECTION 1

In accordance with the Fraternal Order of Police's rules, authorized representatives of the Union, whose names shall be filed in writing with the Business Administrator, or his/her designee, shall be permitted to visit any facility or the office of the Chief of Police or Business Administrator, or his/her designee, for the purpose of processing or investigating grievances. This right shall be exercised reasonably, and shall be exercised by no more than four (4) authorized Union representatives at any one time.

Upon entering the premises, the authorized representative shall notify the commander or, in his/her absence, his/her duly authorized representative. The Union representatives shall not unreasonably interfere with the normal conduct of the work within the public facility.

SECTION 2

Board members and authorized representatives, who are officially recognized delegates, shall be granted an administrative leave with pay in accordance with the provisions of N.J.S.A. 11A:6-10 for the purpose set forth therein.

SECTION 3

Negotiation Leave: A maximum of five (5) authorized representatives of the Union shall be granted administrative leave to participate in negotiations for successor agreement to this Agreement in accordance with the following formula:

- A. Administrative leave shall be granted for the full day on which any negotiation session takes place.
- B. Should any negotiation session extend past 4:00 p.m., or commence in the evening, administrative leave shall be granted for the following shift and shall continue through the first full shift after the end of the negotiations session.
- C. A maximum of five (5) authorized representatives shall be granted administrative leave for a total of ten (10) working days for the preparation of negotiation proposals.

SECTION 4

The President of the Union shall be assigned in a position which is conducive to his/her duties as Union President. Said position shall be one that will enable the Union President to properly and effectively perform his/her Union duties. The President of the Union may devote full time to administering and enforcing the provisions of this Agreement. The President of the Union shall be excused from all duties and assignments when required to allow him/her to properly perform his/her duties as Union representative.

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SECTION 5

Four (4) authorized representatives of the Union shall be excused from all duties and assignments for the purpose of attending county or state Union affiliated meetings on the day of the meeting.

A. Members of the Executive Board of Directors shall be excused from all duties and assignments to attend monthly meetings of the Board and/or Union so long as the number of Board Members excused would not result in a detriment of public safety on the day of the meeting.

SECTION 6

Any employee who holds a position with the city, county, state or national Union/Association shall be excused from all duties and assignments when required to perform the duties of his/her position.

A. Any employee elected to the position of state or national President of the Union/Association shall receive the same rights as granted under Section 4 of this Article.

B. Whenever a Union representative is required to be excused from an entire tour of duty to perform his/her duties as Union representative, written notification of such absence shall be given to the office of the Chief of Police whenever practicable. When it is not practicable to give such prior notification, said Union representative shall notify the Department verbally and his/her immediate supervisor and submit written notification as soon as reasonably possible after utilizing such leave.

SECTION 7

With respect to internal investigations, the City shall present to the Union copies of all charges for disciplinary action and/or discharge against all employees covered by this Contract and the results thereof.

The Union shall be informed of dates, times and any charges thereof for disciplinary hearings and also have the right to have a representative at such hearing at the employee's request at no loss in pay. The employee/member has the right to have a Union representative present during any meeting or interview, that he/she believes may result in disciplinary action, this is in accordance with NLRB vs. Weingarten, Inc.; also East Brunswick B.O.E. PERC No. 80-31, 5 NJPER 10206, (1979); 420 U.S. 251 (1975).

ARTICLE IV - RETIREMENT

SECTION 1

Employees shall retain all pension rights as police officers under New Jersey Laws and Camden Municipal Ordinances.

SECTION 2

Terminal leave shall be paid at the rate of one and one-tenth (1.1%) of the last year's salary at retirement multiplied by the number of years of service as of December 31, 1996.

SECTION 3

Employees retiring in either regular or disability pension shall be paid for all accumulated holiday and vacation; said payments computes at the rate of pay based upon the annual compensation due and owing during the last year of his/her employment prior to the effective date of his/her retirement. Effective December 31, 1996 all accumulated days shall be frozen and future accumulation of days shall occur as set forth in this Agreement.

SECTION 4

Employees retiring on either age and service or disability pension shall be paid for college credits, said payment will be calculated on a pro-rated basis for the calendar year.

SECTION 5

Employees retiring on either age and service or disability pension shall be paid a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement. The supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half ($\frac{1}{2}$) of the daily rate of pay for each day earned and unused accumulated sick leave, based upon the annual compensation received during the last year of employment prior to the effective date of his/her retirement. There shall be no limit on lump sum supplemental compensation payments.

SECTION 6

All payments under this Article, including sick, vacation, holiday and terminal leave, shall be paid as specified in the pay period following retirement. However, should the sum exceed \$30,000, the payment shall be 1/3 at retirement and the remaining paid in each July of the succeeding fiscal years.

SECTION 7

Employees intending to retire on either age and service or disability pension shall accordingly notify the Chief of the Department sixty (60) days prior to the date at which said retirement is to become effective.

SECTION 8

The City will supply identification cards to retired employees and will replace lost, worn or mutilated cards.


SECTION 9

All holiday, vacation, and sick days are to be used on a day-for-day basis, however, upon retirement or other termination of employment from the City the employee shall only receive eight (8) hours for each holiday, vacation or sick day accumulated subject to the other limitations of the Collective Bargaining Agreement

SECTION 10

Upon the death of an employee, all payments due will be paid to the estate of the employee. These shall be calculated as if the employee retired.

SECTION 11

Vacation and Holiday - The current contract shall remain in effective 1/1/97; days in the book as of 12-31-96 shall be carried over and paid out on current salary rate at retirement, "First In First Out Shall Apply". 

ARTICLE V - LEAVE OF ABSENCE

SECTION 1

A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one (1) year after the probationary period. Said leave may not be arbitrarily or unreasonably withheld. A leave of absence for the sole purpose of seeking other gainful employment shall not be considered good cause.

SECTION 2

No person shall be required to take a leave of absence without his/her written consent made in the presence of the Union/Association's authorized representative.

SECTION 3

The maximum time for which an employee may request and obtain a leave of absence shall be for a period of six (6) months, following the utilization of such time, all further leaves of absence shall be accorded only with the express approval of City Council.

SECTION 4

Absence without notice for five (5) working days shall constitute a resignation.

SECTION 5

All other leaves of absence will be according to the provisions of the New Jersey Family Leave Act. The City will make no provisions contrary to that Act.

SECTION 6

Employees required by subpoena to serve on jury duty shall be excused from duty on that day(s) or shift and suffer no loss of pay. Verification from the clerk on attendance must be submitted on return to duty. (9w)

ARTICLE VI - DUES DEDUCTION AND REPRESENTATION FEE

SECTION 1

The City agrees to deduct dues solely from members of, and upon behalf of, Fraternal Order of Police, Camden Lodge No. 1, and also upon behalf of any other organization which is recognized as a certified bargaining agent and/or negotiating representative which represents any employees of the City of Camden in such capacity. Such deduction shall be effectuated upon receipt of written authorization by such employees, and once a month the City shall remit the funds so collected for the purpose to the Treasurer of the Union.

SECTION 2

A dues check-off shall commence for each employee who signs a properly dated authorized notice, supplied only by the organization and approved by the City, during the month following the signing of such notice with the City. The City agrees that the notice currently in use meets with its approval. Any such written authorization may be withdrawn in writing at any time by the member filing a written notice of such withdrawal with the Union and the City Comptroller and the verification of such withdrawal notice by the Union.

SECTION 3

The City agrees to provide the Union with a monthly statement as to the amount received and upon whose behalf it has been received and cumulative totals thereof, as is currently provided.

SECTION 4

Dues Deduction and Representation Fee

1. Purpose of Fee: If an employee does not become a member of the Union on or after the execution of this Agreement, said employee will be required to pay a representation fee to the Union. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Union as majority representative.

2. Notification and Amount of Fee: The Union will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for the membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

3. Legal Maximum: In order to offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the date of such legislative change.

SECTION 5

Deduction and Transmission of Fee:

1. Notification: Once during each year covered in whole or in part by this Agreement, the Union will submit to the City a list of those employees who have not become members of the Union. The City will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of representation fee and promptly will transmit the amount so deducted to the Union.

2. Payroll Deduction Schedule: The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks of each employee on the aforesaid list. The deduction will begin with the first paycheck paid:

(a) 10 days after receipt of the aforesaid list by the City; or

(b) 30 days after the employee begins his or her employment in a bargaining unit position.

3. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the City before the Union has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion from the last paycheck, paid to said employee during the membership year in question.

4. Mechanics: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular membership dues to the Union, as provided in this Agreement.

5. Changes: The Union will notify the City in writing of any changes in the list provided for in Paragraph 1 above, or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the City received said notice.

6. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to the Union a list of all employees who began their employment in a bargaining position during the

preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

SECTION 6

Demand and Return System for Representation in Lieu of Dues.

The Union agrees to establish and maintain a "demand and return" system whereby non-member employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share," if any, of this fee, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.5. The demand and return system shall also provide that non-member employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings, placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the non-member employee to the State Board as established by N.J.S.A. 34:13A-5.6.

1. Notice of Affected Non-member Employees

1.1 _At least fourteen (14) days prior to the implementation of the payroll deduction for the representation fee in lieu of dues, the Union shall, by regular mail, serve on all affected non-member employees a written notice stating:

- (a) the purpose of the payroll deduction;
- (b) the legal basis upon which the deduction is being made;
- (c) the date on which the deduction will commence;
- (d) the responsibilities and obligations which the Union has towards the non-member employees;
- (e) the non-member employees' rights under this Demand and Return System.

1.2 Such notice shall be served, by regular mail, on all newly hired employees within ten (10) days after the employee begins his or her employment.

1.3 Such notice shall be served on all affected non-member employees each time a successor Collective Negotiations Agreement is finalized which continues in effect the payroll deduction of the representation fee in lieu of dues. Said notice shall be served, by regular mail, no later than ten (10) days after the signing of such a successor Collective Negotiations Agreement. If such an agreement is the result of an Interest Arbitration Award then the notice shall be served by regular mail, no later than ten (10) days after the issuance of the Arbitrator's Opinion and Award.

1.4 Any employee who is transferred into the collective negotiations unit represented by the Union and who was not a member of the unit at the time a notice was served in accordance with Subsections 1.1, 1.2, or 1.3, shall be served such a notice by regular mail, within five (5) days after the employee begins his or her employment in the unit.

2. Objection to Expenditures

Any non-member employee in the collective negotiations unit who has deducted from his or her paycheck a representation fee in lieu of dues for services rendered by the Union shall have the right to object to the expenditure of a portion of the deducted representation fee. The non-member employee has the right to demand and receive a return of any portion of the representation fee deducted which represents the non-member employee's pro rata share of expenditures by the Union that are either in aid of political activities or causes of a partisan political or ideological nature only incidentally related to terms and conditions of employment or are applied to the cost of any benefits available only to members of the Union.

3. Notice of Demand for Refund

A non-member employee must submit to the Union headquarters a signed and dated writing, served by registered or certified mail, stating an objection concerning the representation fee and a demand for a refund. Such objection must be postmarked no later than thirty (30) days after the non-member employee is required to tender such representation fee for the first time, or not later than thirty (30) days following each anniversary of the date that the initial representation fee was required to be paid by the non-member, or no later than thirty (30) days after the non-member employee knew or reasonably should have known of his or her right to demand a refund, whichever is later.

4.1 Content of Demand

The written demand for a refund shall include:

- (a) the name, address, and employment position of the non-member;
- (b) a statement by the non-member that he or she is not a member of the Union;
and
- (c) whether the demand for a refund is based on Union expenditures for political activities and/or member only benefits.

If the written communication does not contain the above information, it shall be returned to the non-member with appropriate instruction for resubmission. For purposes of timeliness, the date of the initial communication shall be determinative.

4.2 Waiver

Any filing of an objection to the representation fee which does not comply with the procedures stated herein shall be deemed to be out of time and shall constitute a waiver of the right to file such objection for the current calendar year for which objection could have been filed. In any event, an objection will only be valid for the current calendar year for which the objection is made.

5. Acknowledgment of Demand for Refund

Within fourteen (14) days after receipt of the non-member employee's notice of objection and demand for a refund, the Union shall send to the non-member employee a written communication stating:

- (a) that the demand for a refund has been received;
 - (b) what procedures shall be followed in processing the objection and demand;
 - (c) the date, location and time for the scheduling of an informal conference;
 - d) a statement that if it is ultimately determined that a portion of the representation fee was expended for political activities or member-only benefits, that portion so expended shall be refunded to the objecting non-member employee on a pro rata basis;
 - e) a statement that the refund, if any, to which the non-member employee is entitled will be mailed to him or her no later than sixty (60) days after the end of the calendar year in which the objection was raised, or no later than sixty (60) days after a final decision by the State Board, whichever is later;
 - f) a statement that, pending disposition of the non-member employee's demand for a refund, all of his or her representation fee payroll deductions shall be maintained in an escrow account.
- #### 6. Establishment of Escrow Account

Subsequent to the receipt of the written demand for a refund, all representation fees deducted from the objecting non-member employee's paychecks shall be deposited in an escrow account pending final disposition of the refund demand. Such escrow account shall be established in and administered by a banking institution doing business in the State of New Jersey. Said banking institution shall agree in writing to insure that the Union does not have access to this escrow account pending final disposition of the refund demand. Such escrow account shall be an interest bearing account, and

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should any portion of the account's assets be refunded to the non-member employee, said refund shall include a pro-rata share of the interest earned by the account during the pendency of the refund demand.

7. Informal Conference

Within thirty (30) days of receipt of an objection filed by a non-member employee, a representative designated by the Union will conduct the informal conference. The purpose of this conference is to discuss and explain to the non-member employee the computation of the representation fee and attempt to informally resolve the objections raised on an amicable basis.

8. Request for Formal Hearing

If the non-member employee is not satisfied at the conclusion of the informal conference, the non-member employee must notify the Union, at its headquarters, within fourteen (14) days by a signed and dated writing served by registered or certified mail. The purpose of this notice is to advise the Union of the non-member's desire to proceed to a formal hearing and the reasons for such request.

8.1 Waiver of Formal Hearing

Failure to comply with the notice requirement within the time specified in Subsection Eight (8) will be deemed to be a waiver of any further objections of the representation fee for the current membership year.

8.2 Notice of Hearing

Upon receipt of the non-member employee's request to proceed to the second stage of the demand and return system, the Union, within fourteen (14) days, shall notify the non-member employee, by registered or certified mail, of the scheduled hearing date. Except where both parties mutually agree to a later date, said hearing shall be scheduled no later than thirty (30) days after the receipt of the non-member employee's request to proceed.

8.3 Composition of Hearing Board

The "Hearing Board" shall be composed of a three-member panel as provided herein. The "Hearing Board" shall have the right to choose its own independent counsel, the cost of which shall be borne by the Union.

"Hearing Board" means a three-member panel composed of a Union official, a dues-paying member of the Union who is not an official, and one other person who is chosen at the discretion of the Union, provided he or she is not a member of the Union, and is not an employee included in the collective negotiations unit represented by the Union. This panel shall be appointed by a majority vote of the Executive Committee of

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the Union and shall serve a term of one calendar year. The panel by majority vote shall appoint a chairman who will preside at all Board hearings and deliberations conducted in accordance with this Article.

8.4 Rights of Parties

(a) Both the Union and the objecting non-member employee shall have the right to their own counsel, the cost of such counsel to be borne by the respective parties.

(b) Not less than fourteen (14) days prior to the initial hearing date both the Union and the non-member employee shall notify each other and the Hearing Board, in writing, as to whether or not they will be represented by counsel at the hearing, and if so, the identity of such counsel.

(c) Both the union and the non-member employee shall have the right to present both documentary and testimonial evidence. Both parties shall have the right to examine and cross-examine witnesses, to present oral argument, and to file post-hearing briefs.

8.5 Burden of Proof

The Union shall have the burden of proving that the portion of the representation fee demanded to be returned was not used for political activities or member-only benefits and, therefore, that the non-member employee is not entitled to a return of that portion of the representation fee.

8.6 Conduct of the Hearing

The Hearing Board shall have the authority to:

- (a) Consolidate two or more objections into a single proceeding;
- (b) Administer oaths and affirmations;
- (c) Limit lines of questioning or testimony which are repetitive, cumulative or irrelevant; and
- (d) Generally regulate the course of the hearing and, if appropriate or necessary, exclude persons or counsel from the hearing for contemptuous conduct and strike all related testimony of witnesses refusing to answer any proper question.

8.7 Hearing Board Decisions

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(a) After due deliberations, the Hearing Board shall render its decisions no later than thirty (30) days after the close of the hearing.

(b) Such decisions shall be in writing and shall include findings of fact and conclusions of law.

(c) All parties to the hearing and the State Board shall be sent a copy of the decision by regular mail.

9. Appeal of Hearing Board Decision

If a non-member employee or the Union is not satisfied with the decision of the Hearing Board, either party may appeal the decision to the State Board in accordance with its rules and regulations.

10. Compliance with Law

If any provision of this demand and return system is contrary to federal or state law, such provision shall be deemed amended as may be necessary to comply with said law, but all other provisions shall continue in full force and effect.

SECTION 7

Non-Discrimination

1. Nothing herein shall be deemed to require any non-member employee to become a member of the Union.


2. The Union shall represent the interests of all employees in the unit equally and fairly, without discrimination and without regard as to whether the employee is a member of the Union or a non-member paying the representation fee in lieu of dues. The Union shall not discriminate or distinguish between members and non-members in its capacity as the majority representative, specifically with regard to collective negotiations, the processing of grievances, and representation in disciplinary proceedings.

3. Any non-member employee who is having the representation fee in lieu of dues deducted from his or her payroll check shall, upon request, be considered for admission to membership in the Union on a non-discriminatory basis. To qualify for membership in the Union, the non-member shall only be required to comply with the requirements applicable to all applicants for Union membership.

4. Upon attaining membership in the Union, any employee who previously had the representation fee in lieu of dues deducted from his or her payroll check shall not be discriminated against, shall be entitled to all the rights and benefits of a Union

member, and shall be subject to loss of Union membership only for those actions of misconduct applicable to all Union members.

5. Any benefits currently provided by the Union which are "member-only benefits" shall, upon written request, be made available to any non-member employee who is having the representation fee in lieu of dues deducted from his or her payroll checks. Such benefits shall be made available to nonmembers on a non-discriminatory basis, under the same terms that these benefits are made available to employees who are members of the Union.

"Members-Only Benefits" means benefits, financed through the regular membership dues, fees and assessments, which are available to or benefit only members of the Union, but does not mean governance meetings which may be attended only by Union members and other members-only activities and functions which are necessary for the operation and institutional maintenance of the Union or the Association with which it is affiliated. 



ARTICLE VII - VACATIONS

SECTION 1

The annual vacation shall be granted strictly according to the following schedule, beginning on January 1 of each calendar year, to wit:

A. Between January 1 and January 31, inclusive, of each year, vacations for said calendar year shall be granted upon request with priority of dates according to departmental seniority within the unit.

B. On and after February 1 of each year, vacations for said calendar year shall be granted upon request with priority of dates conditioned on the order in which said requests are received.

SECTION 2

The number of employees who may be on vacation at the same time, whether scheduled pursuant to Subsection A or B of SECTION 1, shall be determined by the Unit Commander, subject to the approval of the Business Administrator, or his or her designee.

SECTION 3

Vacation time must be taken in the year earned. When vacation time is deferred by the City for any reason other than the fact that such period has been previously granted in accordance with Section 1 of this ARTICLE, then the employee shall be entitled to utilize such vacation time at a later period in the same calendar year or to be paid for same.

SECTION 4

Any officer not able to utilize their time in accordance with this section may carry that time to be used in subsequent years but shall be limited to 30 days accumulation for pay out at separation or retirement.

SECTION 5

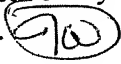
Vacation shall be granted for continuous uninterrupted service computed from the last day of hire and according to the following schedule:

Entering	0 year through the 1st year	1 day per month
Entering	1st year through the 5th year	15 days per year
Entering	6th year through the 12th year	20 days per year
Entering	13th year through the 16th year	22 days per year
Entering	17th year through the 19th year	23 days per year
Entering	20th year and thereafter	25 days per year

SECTION 6

The City shall make available to all employees, upon request, forms upon which vacations are to be requested. A copy of such a completed form, with the action of the City with respect to the request noted thereon, shall be provided to the employee.

SECTION 7

All leave time shall be used on a day-for-day basis, however, upon retirement or other termination of employment from the City the employee shall only receive eight (8) hours for each leave day accumulated subject to other limitations of the collective bargaining agreement. 

ARTICLE VIII - EQUIPMENT AND VEHICLE SAFETY

SECTION 1

The City shall equip each patrol unit within the Patrol Division with Plexiglas protection between the front and rear seats, bullet-proof vests, riot batons, shotguns with sufficient amounts of ammunition for each employee in the vehicle, two (2) outside mirrors, and a portable radio for each employee. Locking devices in the front seat area for shotguns will be effective FY 1998.

SECTION 2

The City agrees to conform to all manufacturer and dealer warranty and maintenance requirements on equipment in an emergency situation. The City also agrees that it will immediately attempt to effectuate all repairs to such items as radios, outside dome lights, sirens, etc.

SECTION 3

No employee or unit shall be required to perform any non-office function without proper radio communication at his/her disposal.

SECTION 4

The City shall supply all employees with a gas mask and case, riot helmet, police baton (nightstick), chemical mace, three (3) badges (said being for hat, uniform, and wallet), handcuffs and keys, traffic box keys, a service pistol, and a personal bullet resistant vest (conforming to all set standards and shall replace same after manufacturers warranty expires). The City shall repair or replace any damaged, unserviceable or stolen items.

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ARTICLE IX - WORK WEEK

SECTION 1

The work week will be as follows:

A.

There shall be three totating shifts for Mobilized Patrol, Central Complaint and Telecommunication Units:

The first shift which shall be from 2300 to 0700 hours which shall be an eight (8) hour shift

The second shift which shall be from 0700 to 1700 hours which shall be a ten (10) hour shift

The third shift which shall be from 1500 to 0100 hours which shall be a ten (10) hour shift

The rotation of these shifts shall be in clockwise rotation.

The personnal assigned to these rotating shifts shall be paid a shift differential of 7.5% for each day of the shift they actually work.

SECTION 2

A. Supplemental Patrols

The Chief of Police may establish supplemental patrol units:

1) Special Tactical Force

The City shall continue Special Tactical Force as a modification to the work schedule. Appointment to this unit shall be by voluntary request of the officers desiring this assignments. There may be a 4-2 work schedule consisting of eight (8) hours tours or a 4-3 work schedule consisting of ten (10) hour tours for this assignment, so long as there is no work schedule that exceeds 84 hours in the 14 day cycle cited under the FLSA.

Personnel assigned shall be compensated with an 11% pay incentive on the days they actually work in this unit. The Chief of Police shall have the right to alter the hours when deemed necessary for the provision of public safety after consultation with the union prior to making the change.

2) Supplemental Patrol/Anti Crime Shift

The Chief of Police may deploy a Supplemental Patrol/Anti-Crime Unit which shall have a work schedule of 1600-0200 hours. The work week will consist of a 4-3 shift. The Chief of Police shall have the right to alter the hours when deemed necessary

for the provision of public safety after consultation with the union seven (7) days prior to making the change. Assignment to the Supplemental Patrol Power Shift shall be voluntary, however, where the number of volunteers does not meet management's staffing allocation, the Chief of Police may assign personnel based on seniority. Those assigned to this unit shall be entitled to an 11% shift differential for the time actually worked.

It is understood that the City has agreed to supplement the salary increase for 2007 (as set forth in the Wage and Salary Schedule) to reflect the Chief of Police's authority set forth herein to deploy the Supplemental Patrol/Anti-Crime Unit. In the event that any additional changes are needed to address the public safety, the parties agree to negotiate any potential implications and the impact upon bargaining unit employees.

SECTION 3

The City will not change or alter any employee's work schedule for the purpose of avoiding payment of overtime.

These are the only changes to be made to the existing agreements between the parties; such changes are subject to the ratification of the membership of the individual organizations, approval of the pertinent State officials, and the ratification of the City Council. The changes will become effective immediately upon such approvals and any modification of the agreements during the course of this agreement shall be done through the appropriate negotiation of any matter that the parties feel should be addressed for the common good of the City and its employees. (96)

ARTICLE X - SICK LEAVE

SECTION 1

All permanent employees, or full-time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized up to a maximum of eight (8) sick days because of illness in the employee's immediate family, which requires his/her attendance on the family member. Additional days for family illness may be allowed in the case of hospitalization of a family member or a catastrophic illness or accident.

SECTION 2

Employees shall be entitled to seventeen (17) days of sick leave per year.

Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

SECTION 3

If an employee is absent for reasons that entitle him/her to sick leave, the appropriate command shall be notified when feasible one hour prior to the employee's starting time except in emergent situations.

1. Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary action.
2. Absence without notice for five (5) working days shall constitute a resignation.

SECTION 4

A. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating illness. Any abuse of sick leave shall be cause for disciplinary action.

B. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health or the employee's personal physician shall be required prior to the employee's return to work.

C. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.



ARTICLE XI - INJURY ON DUTY LEAVE

SECTION 1

If an employee in the line of duty is incapacitated and unable to work because of an injury or sickness related to or caused in the performance of his/her duties, provided such employee is on active duty at the time such injury or illness occurs, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her duties, as certified by the Examining Physician, as appointed by the City. Such payments shall be discontinued when an employee is placed on disability leave or pension and reduced by any payment received from Worker's Compensation or other similar plan.

SECTION 2

A. The full amount of injury leave (temporary disability) payments received under this Article shall be deemed and considered "compensation payments" under and for the purposes of this section and N.J.S.A. 34:15-40 of the Worker's Compensation Act and shall be part of the worker's compensation lien of the City.

B. When any employee, who has received injury leave payments hereunder and/or medical payments, enters into settlement negotiations with or maintains an action in any court against a third party of his/her insurer on account of any liability of the third party or his/her insurer to the employee arising out of the incident causing the injury or disability for which the employee received injury leave payment and/or medical payments, such employee shall inform the City Attorney of his/her appointee in writing of the names and mailing addresses of the third party and his/her insurer within ten (10) days after entering into negotiations or filing of the action.

C. If such employee receives or recovers a money judgment or money settlement from the third party or his/her insurer, the employee shall within ten (10) days of the recovery, notify the City Attorney or his/her designee in writing and report the total amount of such recovery, the amount of attorney's fee paid or to be paid and the amount of court costs. Within thirty (30) days after receiving payment, the employee shall reimburse the City for injury leave payments and/or medical payments as hereinafter provided. If the total sum recovered by the employee exceeds the sum of the injury leave payments and/or medical payments, the employee shall reimburse the City an amount equal to the sum of the injury leave payments and medical payments, less a pro rata share of attorney's fee and less costs of suit not to exceed \$200.00.

SECTION C (Con't)

A pro rata share of attorney's fee is the ratio of the entire attorney's fee paid to the total sum of the aforementioned payments, the employee shall reimburse the City an amount equal to the sum recovered less attorney's fee paid and less cost of suit not to exceed \$200.00. Provided, however, that if the third party or his/her insurer has paid directly to the City the full amount to be reimbursed hereunder or a portion of such amount, the employee shall be released from the entire obligation or from such portion of the obligation paid to the City as the case may be.

D. Failure of an employee to provide timely notice as required hereunder or to make timely reimbursement as herein required may subject the employee to disciplinary action. The City or the proper appointing authority on behalf of the City may include in any disciplinary action taken a requirement that the employee provide the required information and make the appropriate reimbursement within a reasonable time and that if the employee fails to do so he/she shall be dismissed from service.

SECTION 3

Any employee on injury leave resulting from an injury incurred in the line of duty, shall continue to accrue holiday, vacation and sick leave credits while he/she remains on the payroll.

SECTION 4

No clothing allowance shall be paid for any employee who shall be absent on any leave of absence for six months. In the event such an individual returns to his/her duties, he/she will begin to earn his/her clothing allowance from that time forward. (9w)

ARTICLE XII -LIMITED DUTY ASSIGNMENT

SECTION 1

When an employee who has been injured or is ill is determined by the Examining Physician, as appointed by the City, to be capable of performing limited duty, the City may, in order to keep the employee from being removed from the payroll, utilize said employee in accordance with such limitations in the discretion of the City.

SECTION 2

Such duty shall continue until the employee is certified as capable of returning to full duty by the Examining Physician.

SECTION 3

Maternity Leave: Upon presentation of proof of pregnancy, a female employee may, upon request, be placed on Limited Duty and assigned to desk duty, until such time as she is returned to Full Duty status. (9w)

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ARTICLE XIII - BULLETIN BOARD

SECTION 1

The City shall provide and install bulletin boards and provide space for the posting of notices relating to matters and official business of the Union/Association.

SECTION 2

Bulletin boards shall be installed in locations to be clearly visible to all employees. Locations shall be selected by consultation between the Chief of Police and the Union.

SECTION 3

The City shall purchase five (5) bulletin boards as follows:

- 1 - Plexiglas enclosed with locking device
- 4 - Other types

ARTICLE XIV - GRIEVANCE PROCEDURES

SECTION 1

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure shall be kept as informal as may be appropriate.

B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

SECTION 2

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Union or the City.

SECTION 3

All grievances or disputes arising under the terms of this Agreement shall be handled in a manner provided by this section.

STEP ONE

A. An aggrieved employee shall institute action in detailed writing under the provisions hereof within ten (10) working days of the occurrence of the grievance, and an earnest effort shall be made to settle that difference between the aggrieved employee and the appropriate City representatives for the purpose of resolving the matter informally. Failure to act within the said ten (10) working days shall be deemed to constitute an abandonment of the grievance. The Union steward may be present at all times when an employee is adjusting his/her grievance with the City.

B. The appropriate City representative shall render a decision within ten (10) working days after receipt of the grievance.

STEP TWO

A. In the event the grievance is not settled through Step One, it shall then be submitted within five (5) working days to the Chief of Police.

B. The Chief of Police shall render a decision within five (5) working days.

STEP THREE

- A. If a grievance is not adjusted through Step Two, it shall then be submitted in writing to the Business Administrator. Within five (5) working days following the determination through Step Two, the Business Administrator, or his/her designated representative shall seek to resolve the grievance with the appropriate Union/Association representative.
- B. The Business Administrator or his/her designee shall have ten (10) working days in which to render a determination.

STEP FOUR

- A. Should the aggrieved be dissatisfied with the decision of the Business Administrator, the Union/Association may, within ten (10) working days, request arbitration. The Arbitrator shall be chosen in accordance with the rules of the American Arbitration Association or the Public Employment Relations Commission. The selection of venue shall be at the sole discretion of the Charging Party.
- B. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Business Administrator. In the event the aggrieved elects to pursue New Jersey Department of Personnel procedures in lieu of this arbitration, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. In this event, the Union shall bear the liability for whatever costs may have been incurred in processing the case to arbitration, provided, however, the Union may require any employee to file a bond of sufficient value to cover this contingency.
- C. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
- D. The costs for the services of the Arbitrator shall be borne by the losing party. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

SECTION 4

The Arbitrator shall set forth his/her findings of act and reasons for making the award within forty-five (45) days after the conclusion of the arbitration hearing unless agreed to otherwise by the parties.

SECTION 5

Upon request of the Union/Association, the City shall provide non-confidential information relating to the specific grievance with regard to which such information is requested.

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ARTICLE XV - FUNERAL LEAVE

SECTION 1

Employees shall be granted special leave with pay because of death in the immediate family, including relatives residing in the same household or for the death of a grandmother, grandfather, sister, brother, daughter-in-law, or son-in-law who resides elsewhere.

SECTION 2

Such funeral leave shall be granted from the date of death until the first tour of duty following interment.

SECTION 3

Employees shall be granted special leave with pay for a period of one (1) calendar day due to the death of any relative not specified in this ARTICLE up to the second degree of kindred.

SECTION 4

Notwithstanding any other provision of this ARTICLE, special funeral leave with pay shall be granted for a period of twenty (20) calendar days due to the death of a spouse, provided that such spouse shall leave a surviving minor child or children; otherwise, such leave shall be granted for a period of fifteen (15) calendar days.

SECTION 5

Notwithstanding any provisions of this ARTICLE, special funeral leave with pay shall be granted for a period of ten (10) calendar days due to the death of any employee's son or daughter and fifteen (15) calendar days due to the death of a minor child.

SECTION 6

Notwithstanding any other provisions of this ARTICLE, special funeral leave with pay shall be granted for a period of ten (10) calendar days due to the death of an employee's mother, father, mother-in-law, or father-in-law.

SECTION 7

In the case of the death of a relative not specified in this ARTICLE, the City shall endeavor to assure that the employee shall be able, if possible, to utilize a vacation day or a holiday in order to attend the services for such relative.

ARTICLE XVI - EDUCATIONAL PROGRAMS

SECTION 1

The City and the Union agree that the amount and quality of an employee's education often determine the value of his/her contribution to his/her department and his/her community, and the degree of proficiency with which he/she performs his/her duties.

SECTION 2

The City agrees to conform to uniform procedures for allowing personnel time off to attend college and/or other schools. Employees will not be discriminated against for said time off which will not be arbitrarily or unreasonably withheld. For all employees hired after February 21, 2003, the employees attendance at a bona fide institution of higher education shall be done on his/her time.

SECTION 3

All employees shall be paid ten dollars (\$10.00) per credit for successfully completing any bona fide course in any accredited college. A certificate of successful completion shall be submitted before any payment of credit is made. The maximum payment under this provision shall be \$1,200 in any single year and same shall be paid on the 15th day of January of the calendar year immediately following the submission of the certificate of successful completion.

SECTION 4

Payments under this ARTICLE, which as provide in Section 3, shall be made on the 15th day of January of the following calendar year, shall be made on a pro-rata basis only for those months in which the employee is on active duty with the Department of Police.

SECTION 5

Employees will be permitted to attend any law enforcement related courses at any college, seminar, or police academy on their own time and without expense to the City without prior consent of command personnel.

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ARTICLE XVII - DISCRIMINATION

SECTION 1

The City of Camden and the Union/Association agree not to discriminate against any individual with respect to hiring, promotion, compensation, terms of conditions of employment, because of such individual's race, color, religion, national origin, sex, handicap, disability, ethnicity, bi-lingual ability, political beliefs or union activities.

SECTION 2

The City of Camden and the Union/Association agree that there will be no discrimination by the City or the Union/Association against any employee because of his/her membership in the Union/Association, or because of any employee lawful activity or refusal to participate in any unlawful activity on behalf of the Union/Association or the City. (9w)

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ARTICLE XVIII - MILITARY LEAVE

SECTION 1

All employees shall be granted a leave of absence for field training in accordance with the following provisions:

A. Any employee of the City covered by this Agreement who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or any other organization affiliated therewith, shall be entitled to leave of absence from his/her respective duty without loss of pay or time on all days which he/she shall be engaged in field training, which period shall not exceed two (2) weeks in calendar year. Such leave of absence shall be in addition to the regular annual vacation allowed such employee.

B. A member called into any other extended service with the Armed Forces shall be placed upon leave without pay for the period of such service.

C. After two (2) years service, any member entering extended active military services with the Armed Forces in a voluntary or involuntary basis during wartime and on any involuntary basis during peacetime shall be granted military leave with pay in accordance with State or Federal Law.

SECTION 2

All employees shall be paid, as aforesaid, and their accumulated vacation, holiday or sick time shall not be forfeited. (9W)

ARTICLE XIX - REQUIREMENTS

SECTION 1

Physical and scholastic standards shall not be waived or lowered for any applicant; such standards shall be in accordance with the present State of New Jersey Department of Personnel regulations and requirements.

SECTION 2

Vacancies in Detective Bureau, Traffic, all Special Services and any other present or future specialized units will be posted for inspection by all interested parties. (96)

ARTICLE XX - EMPLOYEE RIGHTS

SECTION 1

The City will provide the Union/Association with copies of all personnel orders as soon as the personnel orders are issued. As used in this Section, "personnel order" shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.

SECTION 2

Any employee/member who will be interviewed concerning an act which, if proven, could reasonably result in disciplinary action against his/her will be afforded the following safeguards:

- A. The employee/member will be informed prior to the interview if the City believes the employee/member is a suspect in the investigation.
- B. The employee/member will be informed of the nature of the investigation and allegations and afforded the opportunity to consult with a Union/Association representative prior to an interview. The employee/member shall be allowed the right to have an Union/Association representative present during the interview. The opportunity to consult with the Union/Association representative or to have said representative present at the interview shall not delay the interview more than two (2) hours except for minor complaints (incidents for which discipline no greater than oral reprimand may result) which may be handled immediately when said representative is not readily available. However, if in the course of the interview, it appears as if a more serious disciplinary problem has developed, the employee/member will be allowed up to two (2) hours to obtain a representative to assist him/her in the interview.
- C. With the exception of telephone interviews, interviews shall take place at the City facility, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- D. The City shall make a reasonable good faith effort to conduct these interviews during the employee/member's regular working hours, except for emergencies or where interviews can be conducted by telephone.
- E. The employee/member will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he/she is entitled under the laws of the State or the United States.
- F. Interviews shall be conducted under circumstances devoid of intimidation, abuse or coercion.

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SECTION 2 (Con't)

G. The employee/member shall be entitled to such reasonable intermissions as he/she shall request for personal necessities.

H. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee/member about information which is developed during the course of the interview.

SECTION 3

If the City tape records the interview, a copy of the complete interview of the employee/member, noting all recess periods, shall be furnished, upon request, to the employee/member. If the interviewed employee/member is subsequently charged and any part of any recording is transcribed by the City, the employee/member shall be given a complimentary copy thereof.

SECTION 4

Interviews and investigations shall be concluded with no unreasonable delay.

SECTION 5

The employee/member shall be advised of the results of the investigation and any future action to be taken on the incident.

SECTION 6

When the investigation results in Departmental charges being filed against the employee/member, the employee, upon request, will be furnished with a copy of the reports of the investigation which will contain all known material facts of the matter, to include any tape recordings, at no cost. The employee/member will also be furnished with the names of all witnesses and complainants who will appear against him/her and/or whose statements will be used against him/her.

SECTION 7

Every effort to ensure that investigations made by Command Officials, as designed by the City, are conducted in a manner which is conducive to good order and discipline, the Union/Association shall be entitled to the protection of what shall hereinafter be termed as the "Uniformed Employee Bill of Rights."

SECTION 8

Every employee/member who becomes the subject of an internal investigation shall be advised at the time of the interview that he/she is suspected of: a) committing a criminal offense; b) misconduct that would be grounds for termination, suspension, or other disciplinary action; c) that he/she may not be qualified for continued employment with the City.

SECTION 9

Any employee/member who becomes the subject of a criminal investigation may have legal counsel present during all interviews. This representation by counsel is confined to counseling, and not actual participation in the investigation. A criminal investigation as used herein shall be interpreted as any action which could result in the filing of a criminal charge. A major investigation as used elsewhere in this Article shall be interpreted as any action which could result in dismissal from the department or the filing of a criminal charge.

SECTION 10

The employee/member under investigation must, at the time of an interview, be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview.

SECTION 11

The employee/member shall be informed in writing as to whether he/she is a witness or suspect before any interview commences. If the employee/member is a suspect, he/she shall be apprised in writing of the allegations of such complaint before any interview commences.

SECTION 12

The interview of any employee/member shall be at a reasonable hour, preferably when the employee/member is on duty, unless the emergency of the interview dictates otherwise.

SECTION 13

The employee/member or City may request that a major investigation interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request, the employee/member under major investigation shall be provided an exact copy of any written statement he/she has signed, or of a verbatim transcript of any interview.

SECTION 14

Interviews shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. In all major investigation interviews, the employee/member shall be afforded an opportunity and facility to contact and consult privately with an attorney of his/her own choosing, before being interviewed. The employee/member shall be entitled to such intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.

SECTION 15

All interviews shall be limited in scope to activities, circumstances, or events which pertain to the employee's conduct or acts which may form the basis for disciplinary action under one (1) or more of the categories contained herein.

SECTION 16

The employee/member will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement to answer questions.

SECTION 17

No employee/member shall be required to unwillingly submit to a polygraph test or to unwilling answer questions for which the employee might otherwise properly invoke the protections of any constitutional amendment against self-incrimination.

SECTION 18

Should any section, sub-section, paragraph, sentence, clause or phrase in this article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this article. (96)

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ARTICLE XXI - SERVICE RECORDS

SECTION 1

Each employee/member shall, during normal business hours of the Employee Relations Department and the Chief's office, have the right of access to his/her personnel file.

SECTION 2

The contents of personnel records shall be made available to the employee for inspection and review at any reasonable time during the regular business hours of the City. At his/her request, an employee shall be provided one copy of any document placed in the employee/member's file.

SECTION 3

An employee/member shall have the right to inspect and review any official record relating to his/her performance as an employee which is kept or maintained by the City. The City shall provide an opportunity for the employee/member to respond in writing to any information which he/she disagrees. Such responses shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee/member's permanent record.

SECTION 4

The only other persons permitted to have access to the contents of any employee/member's personnel file, excluding background investigations and references from previous employers, are designated representatives and authorized staff of the City and representatives of the employee/member which have the employee/member's written authorization.

SECTION 5

Materials placed in the employee/member's "disciplinary file" which are written reprimands more than two (2) years old, and disciplinary actions with severe penalties more than five (5) years old, will not be considered for purposes of promotion, transfer, special assignments and disciplinary actions, except as to those disciplinary actions which show patterns of similar misconduct as defined in the Department's Rules and Regulations and Department Instructions.



SECTION 6

Retention schedule shall be as follows in compliance with the State Law. Material attached to and a part of any document identified below shall carry the same retention period as the document itself.

A. Permanent Retention

The Following materials shall be permanently retained in any employee's file:

Employment Application	Applicant Investigation
Pre-Appointment Interview	Employee Leave
Promotion Letters	Transfer Letters
Commendations	Oath of Office
Appointment Letter	Summary Training Record
	Special Weapons Approval

B. Five-Year Retention

Notice of disciplinary action resulting in loss of time or pay.

C. Three-Year Retention

All reports, letters and other correspondence, including reports of discipline not included above.

Records will be purged from an employee/member's personnel file in accordance with the above retention schedule.

SECTION 7

Officers shall be simultaneously notified in writing when anything other than of routine nature is placed in their personnel files. In this same regard, a copy of any disciplinary action or material related to job performance which is placed in an employee/member's personnel files shall be made available to the officer prior to or at the same time that it is placed in the personnel file. Furthermore, no citizen complaint shall be placed in an employee/member's personnel file unless the complaint is accompanying a specific disciplinary action related to the complaint.



ARTICLE XXII - OVERTIME

SECTION 1

Any employee/member required to work in excess of the normal workday, as defined by existing departmental practice, for another hour or any portion thereof, shall be paid for a full hour and shall thereafter be paid on a half hour basis for working such half hour or any portion thereof or in accordance with the Fair Labor Standards Act, 29 U.S.C. 207 et. sec.

SECTION 2

Payment for any court appearance for up to two (2) hours shall be three (3) hours pay; court appearances for over two (2) hours shall be four (4) hours pay. Court appearances for over four (4) hours shall be paid for the actual time in court. This section shall apply to case preparation appearances with other prosecuting agencies.

SECTION 3

Employees who are required by the City to appear at disciplinary hearings, New Jersey Department of Personnel hearings, Public Employment Relations Commission hearings or internal affairs investigations outside of regularly scheduled working hours shall be paid on the same basis as for court appearances.

SECTION 4

Any employee required to work in excess of the normal work week, as defined by existing departmental practice, shall be entitled to overtime pay.

SECTION 5

All overtime shall be paid based on a rate of forty (40) hour work week.


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ARTICLE XXIII - EXCHANGE OF HOURS OF DUTY AND DAYS OF DUTY

SECTION 1

Exchange of days of duty by an employee may be granted by the Department of Police provided that such an exchange shall not result in any employee, who has engaged in such exchange, working outside of his/her rank and further provided that no employee shall exchange any more than two (2) days within any single week without the specific approval of the Chief of Police.

SECTION 2

Notwithstanding any other provision of this Article to the contrary, any exchange of either hours or days shall be with the permission of the employee's immediate superior. 

ARTICLE XXIV - CALL BACK


SECTION 1

The call back of a platoon or any comparable unit during an emergency declared by the Mayor or the Chief of Police, shall result in payment of the employees so called for a minimum of four (4) hours and, if such employees are required to expend in excess of four (4) hours, then they shall be paid a minimum of eight (8) hours, and, if such employees are required to expend in excess of eight (8) hours, they shall be paid on an hourly basis therefore. Provided, however, that employees shall be paid only on an hourly basis if such employees do not wish to remain for the full four (4) hours or the full eight (8) hour period, provided, however, that they have been released from duty by their respective commanders.

SECTION 2

Any employee placed on what is referred to as telephone alert shall have the option to report for duty and be compensated for same or to remain on such alert and not be compensated for such time.

SECTION 3

The City shall supply to all employee/members who work in excess of eight (8) hours during an officially declared emergency with a hot meal or reimburse the employee/member for the cost of such meal, provided such reimbursement shall not exceed \$7.00 each and further provided that such will occur no more than three (3) times in any twenty-four (24) hour period. 



ARTICLE XXV - UNIFORMS

SECTION 1

The City agrees not to change the basic uniform or any portion thereof, currently utilized by employees, without providing the necessary sums for the purchase of such new items, in addition to the clothing allowance provided for by this Agreement

SECTION 2

The City agrees to provide all safety gear, equipment and uniforms to comply with OSHA standards.

SECTION 3

The City agrees not to require any employee to produce uniforms or equipment for the purpose of inspectors, other than that necessary to perform the duties on that particular shift.

(9W)

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ARTICLE XXVI - WAGES

SECTION 1

The wages for employees shall be as provided for in Schedule A, attached hereto and made part hereof, and as provided for by an Ordinance to be adopted and reflect the following increases: \$1,500 to base salary on January 1, 2005, (2%) to base on January 1, 2006, (2%) to base on July 1, 2006, (2.5%) to base on January 1, 2007, (3%) to base on July 1, 2007, (4%) to base on July 1, 2007.

The starting salary for Police Officers shall be Twenty Five Thousand (\$25,000.00) Dollars. The employee shall received said amount through the completion of his/her working test period. Upon completion of the working test period, said employee shall receive the minimum salary set forth in the Collective Bargaining Agreement. This provision shall be effective for all Police Officers hired after February 21, 2003.

SECTION 2

Effective January 1, 1997, Police Officers beginning their eighteenth (18) year of service in the Police and Fire Pension System in the State of New Jersey shall be paid at the same rate as Step #5 Detectives, hereinafter to be referred to as "Senior Officers Pay".

SECTION 3

Upon entering their fifth year, employees shall receive the percentage increase to base salaries as specified in Article XXXVI heretofore known as longevity. Longevity payments shall be added to the salaries in Schedule A and paid bi-weekly over 26 pay periods.

SECTION 4

The practice of appointing employees to higher ranks in an acting capacity is discouraged. Any employee required to act in such higher ranking capacity after the completion of one full shift of work, shall receive pay commensurate with such position in which he/she acts.

The employee to be appointed temporarily to the higher ranking position shall be the employee who is placed highest on the current NJ Department of Personnel promotional list within his/her respective unit. At such time when there is no standing promotional list, employees to be appointed to the higher ranking position shall be the most senior employee in the Department assigned to that particular unit.

ARTICLE XXVII - PAY PERIOD

SECTION 1

Employees shall be paid every two (2) weeks for a period of fifty-two (52) weeks in accordance with the provision of the City Ordinance.

SECTION 2

Employees shall be paid at 3:00 p.m., on Thursday, if they so desire, when possible. (9w)

ARTICLE XXVIII - TRAVELING EXPENSES

All employees traveling outside of the City on official business, at the explicit direction of their superior, or in response to a subpoena and summons issued to the employee as a result of the performance of his/her duties, shall be paid for all reasonable expenses incurred in such travel, including meals at \$15.00 per day. The City shall endeavor to provide an automobile for such travel and when such automobile is not provided, shall pay the employee at the prevailing federal rate per mile for such travel, which now is .40 cents per mile. Employees shall be paid for all overtime incurred. (96)

ARTICLE XXIX - SEVERABILITY

In the event that any provisions of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but shall be continued in full force and effect.

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

(9/15)

ARTICLE XXX - INSURANCE, HEALTH AND WELFARE

SECTION 1

The City shall continue to maintain and provide all insurance coverage as provided and set forth in the Plan Document. The City represents that said Plan is substantially similar or better than the Plan provided at the commencement of negotiations, and that any disparity resulting in additional costs to the employee/member will be borne by the City.

SECTION 2

The City shall provide the defense to employee/members hereunder against all claims for damages from or incidental to a performance of his/her duties, as well as pay and satisfy all judgments rendered against said employee/members as a result thereof.

SECTION 3

Notwithstanding other provisions of this Article, the City of Camden shall continue its Health Benefits Program, including all benefit and coverage levels, usual and customary rates and deductible charges for its employees and their families.

SECTION 4

Major Medical deductions shall be established on the basis of one hundred dollars (\$100.00) per year for individual coverage and two hundred and fifty dollars (\$250.00) per year for family coverage. The major medical lifetime maximum cap for current employees and retirees shall be one million dollars (\$1,000,000.00).

SECTION 5

Notwithstanding other provisions of this Article, the City reserves the right to change its Health Benefit Program and Benefit Administrator so long as no less benefits are provided and that prior to such change that the City provide thirty (30) days notice to the Union/Association for the purpose of review and comparison of all benefit and coverage levels, usual and customary rates and deductible charges.

The City will provide the Union/Association any and all plan documents of the current and proposed plans and allow the Union/Association to have contact with any proposed Insurance Carrier or Health Benefit Plan Administrator. The Union/Association shall be permitted to present alternative Carriers or Administrators during the proposal period however, the City is not obligated to engage such Carriers or Administrators.



SECTION 6

When an employee retires at age sixty-five or reached the age of sixty-five (65), and has his/her hospital plan supplemented by Medicare, the City will reimburse the employee/member for the cost of the Medicare Plan.

SECTION 7

When any employee/member covered under this Agreement retires, his/her hospitalization plan, paid by the City of Camden, shall be maintained by the City until age sixty-five (65).

SECTION 8

Employee/members shall receive a full paid dental program covering themselves and their dependents. The Freedom of Choice Plan shall provide a maximum reimbursement of \$400 for employee, \$800 for Husband and Wife or Parent and Child and \$1,000 for family.

SECTION 9

The City agrees to provide health insurance for all employees retiring on a regular pension or disability pension, to include dental plan or any additional health benefits.

Employees retiring with 25 or more years of credible service in the PFRS and at least 20 years of service with the City of Camden shall be eligible to retain such coverage as they have at the time of retirement if appropriate under NJSA 40A:10-23. The appropriate Ordinance of the City providing such coverage as defined in the stated provisions of the statute shall be implemented and maintained as of July 1, 2005.

SECTION 10

The City shall provide one hundred twenty five dollars (\$125.00) to the Union which shall be prorated per employee/member per year for an eyeglass insurance program. Effective January 01, 1998 the City shall provide one hundred twenty five dollars (\$125.00) per employee member to the Union per year to administer the eyeglass insurance program, which shall be prorated upon membership.

SECTION 11

Beginning with the re-enrollment for December 1, 2005 all groups will be entitled to the current plan in the City of Camden Health Benefit Program referred to as Aetna V as the base plan for the employees, premium co pays will be the difference in premiums established for that plan and any higher amount of an optional plans an employee may choose. Premium co-pay for the employees opting to remain in the Aetna Self Insured Plan



will become an optional plan but shall not exceed \$25 per month on December 1, 2005, \$35 on December 1, 2006, \$50 in December 1, 2007 base plan per month. The FOP will also maintain the existing provisions of a cap on employee portion of premiums at \$30 per month for single, \$45 per month for Parent and Child or Husband and Wife, \$90 per month for family coverage, with only a change in the base plan referenced above. The City will make available the Asetnae \$10 co – pay for all employees hired after February 21, 2003.

SECTION 12

The City and Union shall adopt the South Jersey Stress Unit's Policy for the handling and treatment of its employees who have been or involved in a critical incident or traumatic event. This Policy will be made available to the employees for their review.

SECTION 13

The Association may participate in an Opt Out Program which may be implemented by City upon review and agreement.

SECTION 14

The current co-pays of \$5 for generic, \$10 for brand name and free for mail order will continue until June 30, 2006 and then on July 1, 2006, the co-pay will be \$12 for brand name and \$7.00 for generic. Mail order will remain at no cost.

SECTION 15

Effective January 1, 1998, the employees will be included in the N.J. State Disability Insurance or similar program. (90)

ARTICLE XXXI - HOLIDAYS

SECTION 1

Employees shall receive fourteen (14) paid holidays per year.

SECTION 2

Any other holidays shall be such holidays as are declared by the Mayor, Governor or the President of the United States.

SECTION 3

An employee shall take seven (7) paid holidays in the first half of each calendar year and seven (7) paid holidays in the second half of the year. In the event that a request for a holiday is denied, then said holiday may be taken later in the year. In the event that there are any unused holidays at the end of the year, the employee shall be paid in lieu thereof. Notwithstanding any other provision in this ARTICLE to the contrary, an employee shall be allowed to utilize all of such fourteen (14) paid holidays, or any portion thereof, in a single quarter of any calendar year for the purpose of attending bona fide college courses, provided verification of such attendance is presented to the City.

SECTION 4

Any officer not able to utilize their time in accordance with this section may carry that time to be used in subsequent years but shall be limited to 20 days accumulation for pay out at separation or retirement.

SECTION 5

All payment for accumulated holidays and vacations shall be paid at the employee's current pay at retirement. The City shall make available to all employees request forms upon which holidays are to be requested. A copy of such completed form with the action of the City with respect to the request noted thereon shall be provided to the employee.

SECTION 6

Detective Bureau on call for Holiday, if called in for more than fifteen (15) minutes, shall receive another day off for the holiday.

SECTION 7

All leave time shall be used on a day-for-day basis, however, upon retirement or other termination of employment from the City, the employee shall only receive eight (8) hours for each leave day accumulated subject to other limitations of the collective bargaining agreement.

ARTICLE XXXII - PROMOTIONAL EXAMINATIONS

SECTION 1

The City agrees that when it determines that sufficient vacancies exist, it will request the N.J. Department of Personnel to administer a promotional examination.

SECTION 2

Promotions shall be in accordance with N.J. Department of Personnel rules and regulations.

SECTION 3

The City agrees to make reasonable efforts to mitigate the number of permanent vacancies filled by provisional appointments.

SECTION 4

New Jersey Department of Personnel examinations for positions in the City of Camden may be taken by Police Officers. Individuals will be excused from duty for the period of the examination, and such travel time to the examination site as necessary, and suffer no loss of regular pay thereby.

SECTION 5

All leaves shall be reported to the officer in command of the respective division or bureau.

ARTICLE XXXIII - LABOR - MANAGEMENT MEETING

SECTION 1

The City agrees to meet with the Union/Association once each month to discuss labor-management issues. These meetings shall be mutually selected and set in advance for consistency (i.e., 3rd Tuesday of every month). The time an employee attends the meeting shall not be charged to the employee.

SECTION 2

The Union/Association and the City shall provide each other with an agenda at least one (1) week prior to said meeting. This agenda shall set forth the issue to be discussed. Issues for discussion may be concerning any matter relating to the terms and conditions of employment, disciplinary actions, or any matter which effects or could effect the operation of the City.

SECTION 3

These labor-management meetings shall not be for greater than three (3) hours in duration unless, both parties agree to continue and may not be attended by more than two representatives from the Union.

SECTION 4

The parties may take written or electronic minutes of this meeting however, all minutes are confidential to the parties and cannot be divulged to the Union/Association membership or City personnel unless both parties agree that certain information can be disclosed.

SECTION 5

Should the parties negotiate a settlement of any issue, said settlement must be ratified by the membership of the Union/Association and the appropriate body for the city.

SECTION 6

The City agrees to meet with the Union concerning any emergent budget crisis effecting the job security of any member of this Collective Bargaining Agreement may cover.

ARTICLE XXXIV - PREVAILING RIGHTS

All rights, privileges and working conditions enjoyed by the employees at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by written mutual consent.



ARTICLE XXXV - CLOTHING ALLOWANCE AND MAINTENANCE

All employees shall receive a clothing allowance of \$400.00 per year for the purchase and maintenance of clothing, which shall be payable in January of each year.



ARTICLE XXXVI - LONGEVITY

SECTION 1

For the duration of this Agreement, all employees shall receive an increase in their pay as a reward for their continuous service in the City of Camden in accordance with the following schedule. Said payments shall become effective on the anniversary day of employment.

SECTION 2

Longevity payments as specified shall be added to the salaries as base pay and paid biweekly over 26 pays per year. The percentage of increase to annual base salaries for longevity shall be as follows:

<u>Years of Service</u>	<u>Hired Prior to 1-1-97</u>	<u>Hired after 01-01-97</u>
Entering 0 through the 4th year	0%	0%
Entering 5th through the 9th year	3% of annual base salary	2% of annual base salary
Entering 10th through the 14th year	4% of annual base salary	3% of annual base salary
Entering 15th through the 19th year	5% of annual base salary	5% of annual base salary
Entering 20th through the 20th year	7% of annual base salary	7% of annual base salary
Entering 21st through the 23rd year	9% of annual base salary	9% of annual baase salary
Entering 24th year and thereafter	11% of annual base salary	11% of annual base salary

<u>Years of Service</u>	<u>Hired after 2-21-03</u>
Entering 0 through the 4th year	0%
Entering 5th through the 9th year	0%
Entering 10th through the 14th year	3% of annual base salary
Entering 15th through the 19th year	5% of annual base salary
Entering 20th through the 20th year	7% of annual base salary
Entering 21st through the 23rd year	9% of annual base salary
Entering 24th year and thereafter	11% of annual base salary

SECTION 3

Longevity payments shall become effective on the employee's anniversary date.

ARTICLE XXXVII - TERM AND RENEWAL

SECTION 1

This agreement shall be in full force and effect as of January 1, 2005 and shall continue in effect to and including December 31, 2008.

SECTION 2

All financial provisions of this Agreement shall be retroactive to January 1, 2005 unless otherwise provided.

SECTION 3

Negotiations for a successor Agreement to this contract shall begin no later than October 1, ~~2007~~ 2008 (90)

SECTION 4

All provisions of this Agreement shall remain in effect until a successor Agreement becomes effective.

SECTION 5

All prior Arbitration Awards reflecting an Article or Articles herein, shall remain in full effect for the term of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set with their hands and seals at Camden, New Jersey on the _____ of _____, 2005.

Fraternal Order of Police, Camden Lodge #1
Camden City Police Department,

By: _____

President

Witness: _____

City of Camden
Camden County, New Jersey

By: _____

Mayor

Witness: _____

(90)

SCHEDULE A

SALARIES

Longevity payments as specified in the labor agreements shall be added to the salaries listed and paid biweekly over twenty-six (26) pays per year

Percentage Salary Increase		\$1,500	2%	2%	2.50%	3%	4%
Effective Date		1/1/2005	1/1/2006	7/1/2006	1/1/2007	7/1/2007	1/1/2008
Police Officer Hired before 1-1-97	Step 1	45,653	46566	47497	48685	50145	52151
	Step 2	53,726	54801	55897	57294	59013	61373
	Step 3	56,743	57878	59035	60511	62327	64820
	Step 4	59,757	60952	62171	63725	65637	68263
	Step 5	62,778	64034	65314	66947	68955	71714
	*Step 6	67,662	69015	70396	72155	74320	77293
Police Detective Hired before 1-1-97	Step 1	49,825	50822	51838	53134	54728	56917
	Step 2	58,375	59543	60733	62252	64119	66684
	Step 3	61,391	62619	63871	65468	67432	70129
	Step 4	64,408	65696	67010	68685	70746	73576
	Step 5	67,662	69015	70396	72155	74320	77293
Police Officer Starting Salary After 2-21-03	25,000	26,500	27030	27571	28260	29108	30272
Police Officer Hired After 1-1-97	Step 1	39,806	40602	41414	42450	43723	45472
	Step 2	45,550	46461	47390	48575	50032	52034
	Step 3	51,293	52319	53365	54699	56340	58594
	Step 4	57,035	58176	59339	60823	62647	65153
	Step 5	62,778	64034	65314	66947	68955	71714
	*Step 6	67,662	69015	70396	72155	74320	77293
Detective Hired After 1-1-97	Step 1	42,869	43726	44601	45716	47087	48971
	Step 2	49,074	50055	51057	52333	53903	56059
	Step 3	55,276	56382	57509	58947	60715	63144
	Step 4	61,478	62708	63962	65561	67528	70229
	Step 5	67,662	69015	70396	72155	74320	77293
Legal Analyst		70,785	72201	73645	75486	77750	80860

*Entering 18th year in Police and Fire Pension System